

**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

|   |   |                               |
|---|---|-------------------------------|
| In re: <b>NOEL ANDUJAR,</b>                 | : | <b>Chapter 13</b>             |
| Debtor(s),                                  | : | Case No. <b>5:19-bk-02089</b> |
| <b>FIRST GUARANTY MORTGAGE CORPORATION,</b> | : |                               |
| Movant(s),                                  | : | <b>Motion for</b>             |
| v.  | : | <b>Relief from Stay</b>       |
| <b>NOEL ANDUJAR and</b>                     | : |                               |
| Charles J. DeHart, III, Chapter 13 Trustee, | : |                               |
| Respondent(s),                              | : |                               |

**ANSWER TO MOTION OF FIRST GUARANTY MORTGAGE FOR RELIEF FROM STAY**

AND NOW COMES Debtor(s) **NOEL ANDUJAR**, by and through their attorneys, FISHER

CHRISTMAN, and in Answer to the Motion of **FIRST GUARANTY MORTGAGE** for Relief from Stay aver:

1-2. Admitted.

3. Denied to the extent the document(s) referenced do(es) not speak for itself(themselves.)

4. Admitted in part and Denied in part. As Debtor has a Confirmed Plan and Movant concedes Debtor has made at least nine (9) postpetition mortgage payments, the foreclosure action should not be “pending.”

5. Admitted.

6. Denied. Debtor made a payment of \$1,130.58 on June 3, 2020, which the customer service agent of Rushmore Loan Management, the servicer of the subject mortgage, indicated satisfied the April 1, 2020 mortgage payment. Debtor reasonably believed that the mortgage would be in forbearance for April 1, May 1 and June 1, 2020, pursuant to the CARES Act. Debtor anticipates tendering two additional mortgage payments in advance of the scheduled June 25, 2020, hearing on the Motion. However, under the circumstances that would be a hardship, as Debtor was relying on a forbearance. Counsel for Debtor has instructed Debtor to investigate a forbearance further.

7. Denied to the extent the averments of paragraph 7 constitute other than a statement or conclusion of law or misplaced request for relief.

a. Denied. Movant is adequately protected by the postpetition mortgage payments received prior to the filing of the instant Motion.

b. Admitted in part and Denied in part. Upon information and belief, Debtor's postpetition mortgage payments have provided him with a small amount of equity in the subject property.

8. Denied to the extent the averments of paragraph 8 constitute other than a statement or conclusion of law or misplaced request for relief.

WHEREFORE, Debtor **NOEL ANDUJAR** respectfully prays this Honorable Court for an Order than the Motion of **FIRST GUARANTY MORTGAGE** for Relief from Stay be Denied, or in the alternative for entry of an adequate protection order conditioning the automatic stay on future payments sufficient to provide adequate protection, and for such other and further relief as the Honorable Court deems just and appropriate.

Respectfully Submitted,  
FISHER & CHRISTMAN

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